

**Agency Name**

**Project Name**

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and Agency Name ("Customer") for the provision of certain technical services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius DIR Contract No. DIR-CPO-4115 (the "Agreement"). In the event of conflict, the terms of the DIR master contract DIR-CPO-4115 shall control.

## **SCOPE OF SERVICES**

TBD

## **RESPONSIBILITIES**

### ***Sirius Responsibilities***

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.
3. If applicable, document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.
4. Additional responsibilities as may be required per opportunity

### ***Customer Responsibilities***

TBD

## **DELIVERABLES**

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created in accordance with Appendix C – Pricing Index to DIR Contract No. DIR-CPO-4115, these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

1. TBD – Scope Specific

## ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

TBD

## SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

## FEE SCHEDULE

TBD – Scope Specific

Travel Costs – TBD – Scope Specific

1. Customer will be charged for reasonable and actual pre-approved out-of-pocket travel and living expenses in accordance with Appendix A, Section 8F, and Appendix C – Pricing Index, to DIR Contract No. DIR-CPO-4115. Upon request, Sirius will provide receipts for individual line item expenses valued at \$35.00 or greater.

## SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address

**SITE OF PERFORMANCE**

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location within the continental United States on the system located at the address listed below:

<b>Services Location(s):</b>	<b>Bill To:</b>

**ACCEPTANCE**

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services.

**CHANGE REQUESTS**

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, prior to such Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agree to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

**NO SOLICITATION**

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees of the other party who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

**ACCEPTANCE & AUTHORIZATION**

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of \_\_\_\_\_. If performance of the Services does not commence within ninety (90) days of the commencement date specified herein, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to [services@siriuscom.com](mailto:services@siriuscom.com) or fax 1-866-206-2816. Please note, all pages of SOW are required.

Customer Name

**SIRIUS COMPUTER SOLUTIONS, INC.**By: \_\_\_\_\_  
\_\_\_\_\_By: \_\_\_\_\_  
\_\_\_\_\_Name: \_\_\_\_\_  
\_\_\_\_\_

Name: Bonnie M. Cerrito

Title: \_\_\_\_\_  
\_\_\_\_\_**Title: Sr. VP – Contracts and Financial Services**Date: \_\_\_\_\_  
\_\_\_\_\_Date: \_\_\_\_\_  
\_\_\_\_\_**SOW Number: Scope Number****PO# (if applicable):**

## Exhibit A

**This is a SAMPLE version only, not to be signed**

<b>Completion Document</b>	
<b>Customer Name</b>	<b>Date</b>
<b>Project Name</b>	<b>SOW #</b>
<b>Customer's Authorized Representative</b>	<b>Sirius Project Manager</b>
<b>Sirius Project Manager Phone #</b>	<b>Sirius Project Manager Email</b>

Activities/Tasks	Status
	Completed
	Completed
	Completed

Deliverables Provided	Status
	Completed
	Completed
	Completed

Customer will return this Completion Document in accordance with its instructions on the original SOW from the date of receipt hereof. If Customer reasonably believes that Sirius failed to substantially complete the services in accordance with the referenced SOW, Customer will notify Sirius in writing of its reasons for rejection of the services or any portion thereof within the time frame set forth in the SOW. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within the time frame note on original SOW of Customer's receipt hereof, the absence of Customer's response will constitute Customer's acceptance of the services. Any disputes with regards to

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the Services provided per this SOW, shall be handled in accordance with Appendix A, Section 11A, to DIR Contract No. DIR-CPO-4115.

**Authorization:** Services described above have been rendered to Customer's satisfaction and will be charged against the referenced Statement of Work.

**CUSTOMER NAME**

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**Signature**

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**Date**

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**Name (Print)**

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**Title**

**RETURN INSTRUCTIONS:** Please return to the Sirius Services Operations Team via email at **services@siriuscom.com** or via fax to: **(866) 206-2816**. If you have any questions or concerns, please contact the Sirius Project Manager listed above.